19791107000146370 1/10 $.00
Shelby Cnty Judge of Probate,AL
11/07/1979 12:00:00AM FILED/CERT

Return To
Georgia Pacific Corp.
Forestry Dept.
P.O. Box 535
Talladega, Al.
35160

279

STATE OF ALABAMA)
)
SHELBY COUNTY )

This timber sales contract is made this the 22nd day of October, 1979 by and between Georgia Pacific Corporation of Talladega, Alabama, hereinafter referred to as "BUYER," and Edward T. Anderson, Stewart H. Welch, III, William Spencer Ringland, James Thomas Conaway, Vannoy M. Jones, Alexander W. Jones, individually, Alexander W. Jones as Custodian for Sam N. Cole, Jr., and Alexander W. Jones, Jr., hereinafter jointly referred to as "SELLERS."

WITNESSETH that the Sellers for and in consideration of the sum of ONE HUNDRED EIGHT THOUSAND, EIGHT HUNDRED EIGHTY EIGHT AND 88/100 DOLLARS ($108,888.88) in hand paid by Buyer as follows:

| | |
|---|---|
| Edward T. Anderson | $15,555.41 |
| Stewart H. Welch, III | 15,555.41 |
| William Spencer Ringland | 15,555.41 |
| James Thomas Conaway | 15,555.41 |
| Vannoy M. Jones | 15,555.41 |
| Alexander W. Jones | 1.01 |
| Alexander W. Jones as Custodian for Sam N. Cole, Jr. | 15,555.41 |
| Alexander W. Jones, Jr. | 15,555.41 |

receipt of which is hereby acknowledged by Sellers, and other promises and valuable considerations hereinbelow stated, hereby convey, contract, bargain, and sell unto the Buyer all merchantable Pine trees 14" diameter and larger as measured 6" above ground, outside bark, as may be located on an estimated 183 net acres within the approximately 192 acre ownership as described in attached Exhibit A, the 183 acre timber sale area being further described in this contract on the attached Timber Sale plat.

This contract and sale shall be subject to the following conditions and provisions:

1/ The Sellers warrant that they are the owners of the land and timber, that they have the perfect right to sell and convey the timber from said land, and that they will protect the right of the Buyer to cut and remove said timber from the above described land until the expiration date of this contract. The Sellers further warrant that they have duly conferred upon Resource Management Service, Inc. the authority to act as their Agent in the negotiation of the sale and to make frequent inspections of the operation of this above described sale.

2/ The Buyer contracts and agrees to cut only those Pine trees 14" diameter and larger as measured 6" above ground outside bark and herein conveyed by this contract, leaving all other trees that have not been conveyed herein.

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3/ The Buyer contracts and agrees to remove said timber or that portion of said timber it desires to remove by December 31, 1980, this being the primary term of this contract. An extension of an additional period of twelve (12) months can be purchased by Buyer upon payment by Buyer to Sellers prior to the termination of the primary term a sum of money equal to 9% of the purchase price stated herein; the expiration date of the contract being either December 31, 1980, or twelve (12) months after the purchase of the extension, or on the completion date of cutting, whichever date occurs earliest. After the expiration date of this contract all rights of the Buyer to possess, cut or control such timber shall terminate and cease and any portion of the above consideration paid for such timber shall be surrendered as liquidated damages for the breach of said contract.

4/ The Buyer further agrees and contracts to cut and remove the timber in a good and workmanlike manner, and to take particular and reasonable care and precaution in timber felling and logging to reserve the timber on the remainer of the property. In addition, the Buyer shall avoid felling or dropping any trees or tops into any fences, fields, trails, pastures, roads, creeks, or easement R-O-W's on the Sellers or any neighbor's property and should this occur, Buyer shall remove said trees or tops immediately from such fences, trails, pastures, creeks, roads, or easement R-O-W's by pulling them back well within the woods, and repair the damaged improvements.

5/ The Buyer contracts and agrees to take all reasonable precautions against fire and to suppress any fire that might damage the residual timber and young growth which occurs in the timbered area on this above described property during their actual physical presence on the property.

6/ The Buyer further agrees and contracts not to cut or remove or needlessly damage any other trees than the above conveyed timber which has been properly purchased by this instrument. Should this portion of the contract be broken, the Buyer shall be required to pay an amount equal to two (2) times the value of the illegal stumpage cut or removed from the land and wrongfully or needlessly destroyed by poor timber cutting or logging practices as liquidated damages for the breach of this contract. For purposes of this contract, the diameter breast high of any wrongfully cut trees shall be taken as the diameter of such tree at the stump, inside bark, and shall be scaled by the Scribner Rule,

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Form Class 78 for pine and 76 for hardwood; the stumpage value for the pine sawtimber being set at $200/M board feet and all hardwood sawtimber at $60/M board feet, and standing pine and hardwood pulpwood at $12 and $3/standard cord, respectively. Any miscut tree with a stump diameter, inside bark, in excess of 10" and 12" shall be considered as pine or hardwood sawtimber, respectively, and any trees smaller shall be considered as pulpwood. The unit volume of the miscut or unnecessarily damaged tree shall be taken from the volume summary tables prepared for this property and on file at the offices of Resource Management Service, Inc.

7/ The Sellers contract and agree that the Buyer, its Agents and employees shall enjoy the full right for the term of this contract to enter upon said lands to cut and remove the timber in the manner as above described. The Buyer is given the right to make only necessary trails or passageways for the purpose of removing said conveyed timber only as long as the existing roads or trails cannot suffice for this purpose and the crossing or cutting of any exterior fences, excepting at established gates or gaps, and the unnecessary cutting of any standing merchantable timber for trails and loading areas is avoided. All operating equipment and machinery shall be removed from the property within ten (10) days following the termination date of this contract. Buyer shall keep all fences or other property improvement in full and immediate repair as a consequence of any use or damage as a result of any operation.

8/ The Buyer may assign or convey any portion of said timber to a third party under the full terms and conditions of this contract, but Buyer shall be directly responsible to Sellers for all the actions of any contracting third party, employee, assignee, or subcontractor. The Buyer further contracts and agrees to assume all liability for and shall indemnify the Sellers against all claims, demands, or causes of action, including the cost of defending the same, of every nature whatsoever arising out of or resulting from in any manner the operation of the Buyer (or any contracting third party, employee, assignee, or subcontractor) under this agreement, and to pay or have paid all timber taxes, wages, workmen's compensation claims, and any and all of the claims or obligations imposed on them by reasons of the Buyer's operation under this agreement.

9/ The Sellers designate and the Buyer accepts the Resource Management Service, Inc. as the Agent of the Sellers for purposes of inspecting, checking, and overseeing from time to time the compliance of the cutting and logging of the timber conveyed under this contract and other provisions pertaining thereto.

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The Buyer further agrees to notify the Resource Management Service, Inc. when their operation shall commence on said property and when it is either completed or delayed for any extended period in excess of one month's time.

10/ It is mutually agreed that the Sellers and the Buyer have respectively sold and purchased the above described forest products evolving upon the works and estimates of the Resource Management Service, Inc., but as between the two parties, no representation made by the estimates of the Resource Management Service, Inc. shall be a condition or a basis for the modification of the written conveyance.

11/ It is further agreed that the Buyer shall not be responsible or accountable for incidental or unavoidable damages necessarily resulting from the operations of any reasonable timber cutting and logging operations on the above described land.

12/ The Buyer contracts and agrees to refrain from and shall have its employees and any assignees or subcontractors refrain from any hunting of wildlife on said property of Sellers and shall seek to protect, and avoid molestation of said wildlife as much as possible.

BOOK 323 PAGE 1000

SELLERS:

Edward T. Anderson, a single man

Stewart H. Welch, III, a single man

William Spencer Ringland

Patricia Strain Ringland, Wife

James Thomas Conaway, a single man

Vannoy M. Jones, a single man

Alexander W. Jones

Margaret M. Jones, Wife

continued on page 5

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Alexander W. Jones as Custodian
for Sam N. Cole, Jr.

Alexander W. Jones, Jr., a single man

BUYER:

GEORGIA PACIFIC CORPORATION

BY: _____
Timber Mgr. - Talladega

DEED 323 PAGE 161

19791107000146370 6/10 $.00
Shelby Cnty Judge of Probate,AL
11/07/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA)
)
TALLADEGA COUNTY)

Personally appeared before the undersigned, a Notary Public in and for said County and State, the within named Jack R. Graham who acknowledged himself to be timber Manager of Talladega Plywood Division of Georgia Pacific Corporation, a corporation, and that he, as such Timber Manager being authorized so to do, executed and delivered the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as a manager.

Given under my hand and seal of office, this the 18 day of October, A. D., 1979.

Connie J. Gilliland

My commission expires:
3/14/81

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Mary L. Allen, a Notary Public in and for the said County in said State, hereby certify that Mr. Edward T. Anderson, whose name is signed to the foregoing conveyance, and who is known to me, acknolwedged before me on this day that being informed of the contents of this conveyance, he executed the same voluntarily on this date.

Given under my hand this the 22nd day of October, 1979.

Mary L. Allen
Notary Public

My commission expires:
Oct. 25, 1981

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Mary L. Allen, a Notary Public in and for the said County in said State, hereby certify that Mr. Stewart H. Welch, III, whose name is signed to the foregoing conveyance, and who is known to me, acknolwedged before me on this day that being informed of the contents of this conveyance, he executed the same voluntarily on this date.

Given under my hand this the 22nd day of October, 1979.

Mary L. Allen
Notary Public

My commission expires:
Oct. 25, 1981

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Mary L. Allen, a Notary Public in and for the said County in said State, hereby certify that Mr. James Thomas Conaway, whose name is signed to the foregoing conveyance, and who is known to me, acknolwedged before me on this day that being informed of the contents of this conveyance, he executed the same voluntarily on this date.

Given under my hand this the 22nd day of October, 1979.

Mary L. Allen
Notary Public

My commission expires:
Oct. 25, 1981

19791107000146370 7/10 $.00
Shelby Cnty Judge of Probate,AL
11/07/1979 12:00:00AM FILED/CERT

STATE ALABAMA)
)
COUNTY OF JEFFERSON)

I, Mary L. Allen, a Notary Public in and for the said County in said State, hereby certify that Mr. Vannoy M. Jones, whose name is signed to the foregoing conveyance, and who is known to me, acknolwedged before me on this day that being informed of the contents of this conveyance, he executed the same voluntarily on this date.

Given under my hand this the 22nd day of October, 1979.

Mary L. Allen
Notary Public

My commission expires:
Oct. 25, 1981

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Mary L. Allen, a Notary Public in and for the said County in said State, hereby certify that Mr. Alexander W. Jones, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknolwedged before me on this day that being informed of the contents of this conveyance, he executed the same voluntarily on this date.

Given under my hand this the 22nd day of October, 1979.

Mary L. Allen
Notary Public

My commission expires:
Oct. 25, 1981

BOOK 323 PAGE 163

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Mary L. Allen, a Notary Public in and for the said County in said State, hereby certify that Mr. William Spencer Ringland and wife, Patricia Strain Ringland, whose names are signed to the foregoing conveyance, and who is known to me, acknolwedged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on this date.

Given under my hand this the 22nd day of October, 1979.

Mary L. Allen
Notary Public

My commission expires:
Oct. 25, 1981

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Mary L. Allen, a Notary Public in and for the said County in said State, hereby certify that Mr. Alexander W. Jones and wife, Margaret M. Jones, whose names are signed to the foregoing conveyance, and who is known to me, acknolwedged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on this date.

Given under my hand this the 22nd day of October, 1979.

Mary L. Allen
Notary Public

My commission expires:
Oct. 25, 1981

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11/07/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Mary L. Dean, a Notary Public in and for the said County in said State, hereby certify that Mr. Alexander W. Jones who acknowledged himself to be Custodian for Sam N. Cole, Jr., and whose name is signed to the foregoing conveyance, and who is known to me, acknolwedged before me on this day that being informed of the contents of this conveyance, he executed the same voluntarily on this date.

Given under my hand this the 22nd day of October, 1979.

Mary L. Dean
Notary Public

My commission expires:

Oct. 25, 1981

BOOK 323 PAGE 164

ALEX JONES Et.Al. TIMBER SALE PLAT BOOK 323 PAGE 165

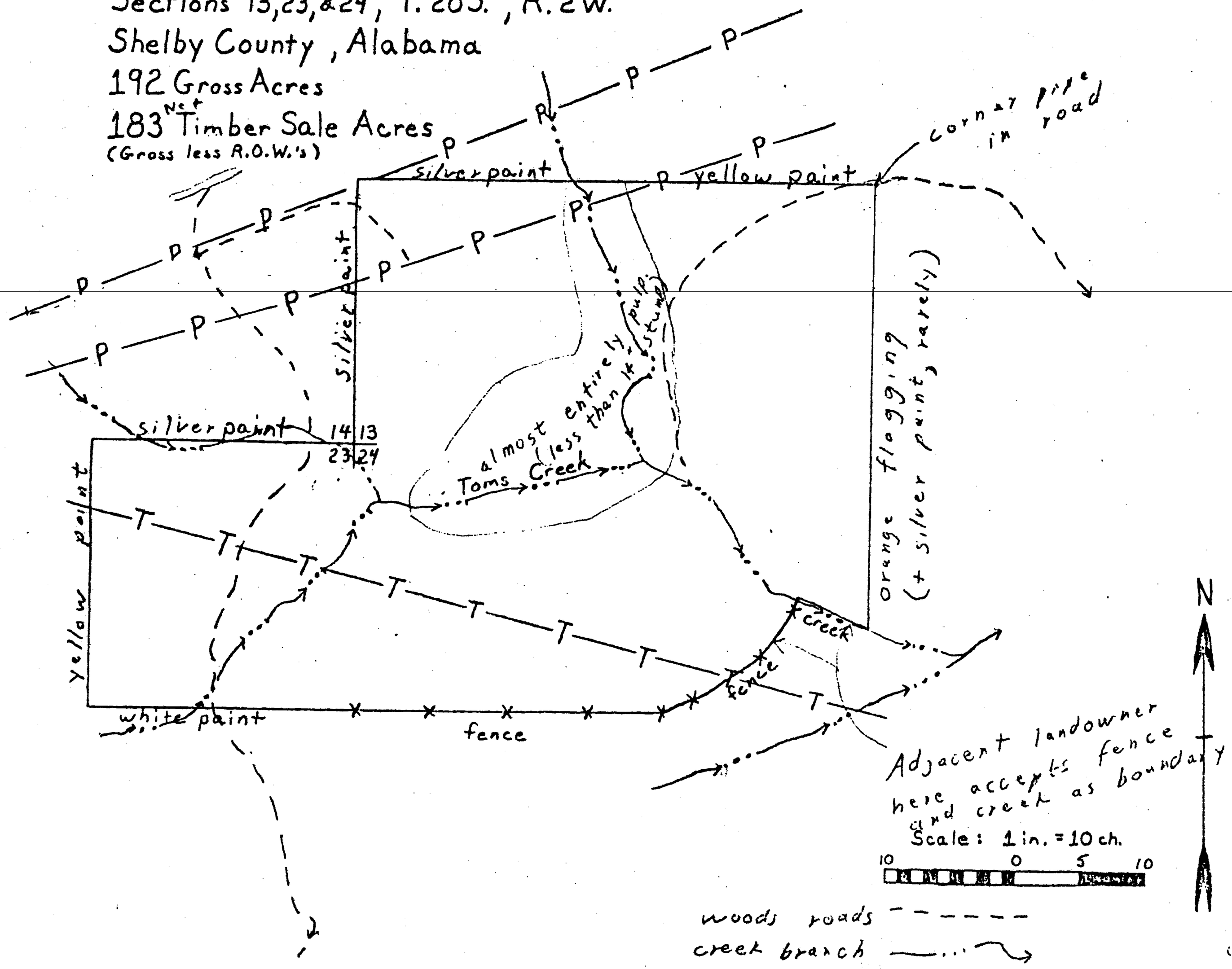
Sections 13,23,&24, T.20S., R.2W.

Shelby County, Alabama

192 Gross Acres

183 Net Timber Sale Acres

(Gross less R.O.W.'s)




13/24 1/4

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Shelby Cnty Judge of Probate,AL
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ALEX W. JONES, ET AL., TIMBER SALE (14"+ STUMP)
STOCK AND STAND TABLE FROM CRUISE - JUNE, 1979
192 ACRES GROSS; 183 ACRES NET FORESTED
SECTIONS 13, 23, & 24, TOWNSHIP 20 S, RANGE 2 WEST,
SHELBY COUNTY, ALABAMA.

PINE SAWTIMBER, SCRIBNER

| DBH | TREES | VOLUME |
|---|---|---|
| 10 | 64 | 2.9 MBF |
| 12 | 1,016 | 91.6 |
| 14 | 1,098 | 151.4 |
| 16 | 513 | 107.3 |
| 18 | 264 | 74.1 |
| 20 | 71 | 27.0 |
| 22 | 18 | 6.4 |
| TOTAL | 3,044 | 460.7 MBF |

STANDING PINE PULPWOOD (NOT "TOPWOOD")

77 Trees = 11.8 Cords

BOOK 323 PAGE 166

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
'79 NOV -7 AM 10: 57
JUDGE OF PROBATE

Deed 109.00
Rec. 19.00
Index 1.00
129.00